



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
HWY-309365-KS

IFB Title:
SLIDE-IN DEICER SYSTEMS

IFB Due Date and Time:
November 19, 2009
3:00 p.m., Local Time

Number of Pages: 1 of 14

ISSUING AGENCY INFORMATION

Procurement Officer:
Kim Stewart

Issue Date:
October 19, 2009

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001**

**Phone: (406) 444-9282
Fax: (406) 444-5411
TTY Users, (406) 444-7696**

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR BID AND ANY
REQUIRED DOCUMENTS TO THE ADDRESS
LISTED ABOVE UNDER "ISSUING AGENCY
INFORMATION."**

Mark Face of Envelope/Package:

**IFB Number: HWY-309365-KS
IFB Due Date: November 19, 2009**

SEALED BIDS will be received and publicly opened
in the Administrative Division at 3:00 pm.

Attachments: NONE

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
EQUIPMENT BUREAU
PO BOX 201001
HELENA MT 59620-1001

F.O.B. LOCATION: DEPT OF TRANSPORTATION
EQUIPMENT SHOP
2701 PROSPECT AVE
HELENA MT 59601

Questions may be directed to Jeff Gleason at (406) 444-6812 in Helena. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part and to make awards in any manner deemed in the best interest of the Department. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department's Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor and the public.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://www.sos.state.mt.us>.

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406-444-9282) in Helena.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. COMMODITY SPECIFICATIONS

2.1. BASIC REQUIREMENTS

- 2.1.1. All required lubricants shall be available from Montana lubrication suppliers other than OEM dealers.
- 2.1.2. Only standard (SAE) or metric bolts, nuts, etc., will be allowed (i.e. Whitworth is unacceptable).
- 2.1.3. Prototype units are unacceptable. All units bid must be standard production models and must have been in production and available on the open market for a period of twelve months prior to the bid opening date.
- 2.1.4. To ensure that the warranty provisions of Section 2.8 can be met with the exception of Section 2.1.5, bids will only be accepted from bidders meeting the following requirements:
 - a) The bidder must be factory authorized to sell and service the specific units bid, including all attachments, components, and/or accessories.
 - b) The bidder may be required to provide written proof that he/she has operated a franchise selling and servicing this type of equipment not necessarily brand/model bid for a minimum of twelve (12) months prior to the bid opening date.
 - c) The bidder must have an in-state sales/service facility that:
 - I. Has a minimum of 2,400 square feet of shop space
 - II. Employs a minimum of two (2) full-time mechanics factory-qualified to work on the type of equipment provided, not necessarily the brand/model bid. Factory qualification must be complete prior to delivery of units.
 - III. Has a demonstrated service record on the type of equipment provided, not necessarily the brand/model bid for a minimum of twelve (12) months prior to the bid opening date.
- 2.1.5. It is the intent of these provisions that the successful bidder be able to respond to required warranty work in a timely manner, from an in-state locations, with parts, special tools and trained personnel.
- 2.1.6. If the bidder cannot comply with the provisions detailed in Section 2.1.4, the following requirements will apply:

- a) The bidder must be capable of shipping all repair parts within twenty-four (24) hours of the placement of an order by regular mail, e-mail, or fax. Parts must be shipped by the quickest method, excluding airfreight or next-day, unless the Department requests such shipment, in which case the Department will pay the additional freight expense.
- b) The Department may elect to perform required warranty repairs if it is in the best interest of the Department, and be reimbursed in the same manner as in Section 2.8.4. It is not the intent of the Department to perform warranty work that is serious in nature or that renders the units inoperable.

2.2. APPLICABLE STANDARDS

(All standards referenced shall be of the most current revisions.)

2.2.1. Government

- a) Occupational Safety and Health Administration
- b) State of Montana Motor Vehicle Code
- c) Environmental Protection Agency
- d) Federal Motor Vehicle Safety Standards (FMVSS)

2.2.2. Industrial Welding Requirements

- a) All welding in the fabrication of the items in this proposal shall be in accordance with current American Welders Society (AWS) specifications or other approved welding codes.
- b) Welding electrodes, wire or flux shall meet AWS requirements for governing specifications for the product, and shall meet or exceed a Charpy V-Notch of 20 foot-pounds at -20°F in the as-deposited condition.
- c) Welding procedures to be used in the fabrication shall list the type and size of weld, amperage, voltage, travel speed, type of shielding, flow rate, size of rod or wire, AWS classification and manufacturer's test results showing that the rod or wire meets the requirements listed. Approval shall be by the Equipment Bureau of the Department.
- d) The information required in (c) above must be submitted by the apparent successful bidder at the time of the Pre-Award conference for each group, if requested by the Equipment Bureau Chief.
- e) Welding fillets shall have good penetration, good fusion, good appearance, and shall show no cracks or undercutting.
- f) All workmanship, welding and construction to be in the best manner of the trade. Shall be subject to inspection and approval by the Equipment Bureau.

2.3. BID AMBIGUITY

- 2.3.1. Each bid response is required to be clear, complete and unambiguous in its explanation of what is being offered to the Department. If the bid is ambiguous concerning what is to be provided under Section 3.0, whether the model, its configuration, or its attachments or accessories, the Department will make any interpretation on the bid's content that is supportable by the data and material submitted with the bid, and that interpretation will

be binding on the bidder. If the submitted material is incomplete, the Department may reject that bid as non-responsive.

- 2.3.2. No letters, explanatory data or other materials attempting to clarify an ambiguous bid will be accepted from the bidder after submission of a bid. Only in the unusual event that the Department requests clarifications information from bidders will any such addition information be accepted, and then only the information requested will be accepted.

2.4. QUALITY ASSURANCE

- 2.4.1. These specifications, supported by the allowed manufacturer's literature, represent levels of performance that constitute a unit that will operate satisfactorily. Failure of the unit to operate satisfactorily within the warranty period will be considered a "breach of warranty" and will allow the Department to return all units that operate unsatisfactorily to the bidder for full reimbursement of the purchase price.
- 2.4.2. Silence of the Specification: The apparent silence of this specification and supplemental specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.
- 2.4.3. Adherence to the Specification: Any and all deviations to any of the below requirements shall be so stated on the returned bid. The State of Montana shall hold the bidder to each part of the specifications that the bidder has not specifically included in its deviations submitted with its bid.
- 2.4.4. Heavy Duty: This term, as applied to these specifications, means that the item to which the term is applied shall be the heaviest duty available.
- 2.4.5. All units shall be new (unused) current model year, produced from current production components, and shall be delivered ready to be used. No components may be used that are not offered in the current parts catalog for the unit.
- 2.4.6. Conflict with Other Requirements: In the event of a conflict between these specifications and other requirements, these specifications shall prevail.

2.5. PRE-AWARD CONFERENCE

- 2.5.1. Prior to preparation of the letter of Intent to Award to the lowest qualified bidder a complete review will be required of the bidder's ordering data, the submitted allowed manufacturer's literature and the Department's purchase specifications to ensure that the bidder's response to general and technical specification requirements fulfills the specification requirements.
- 2.5.2. The pre-award conference will be held at a location chosen by the Department, in order to accomplish a thorough point-by-point understanding in obtaining a final product that complies with the purchase specifications.
- 2.5.3. Upon agreement between the successful bidder and the Department, and with concurrence for the Purchasing Services Section of the Department, the purchase order will be issued.
- 2.5.4. The pre-award conference may be waived at the discretion of the Department.

2.6. DELIVERY

- 2.6.1. Units delivered must meet or exceed all specifications.

- 2.6.2. A delivery schedule will be discussed and agreed upon during the Pre-Award conference (Section 2.5). Any and all units may be delivered on or before the agreed dates. In the event that the delivery of the units is not made per the Delivery Agreement, liquidated damages will be assessed at \$10.00 per unit per working day. No bonus penalties will be given for early delivery.

The Delivery Agreement may be waived at the discretion of the Bureau Chief at the time of the Pre-Award conference.

- 2.6.3. All "make ready" services shall be performed prior to delivery and each unit shall be delivered free of defects. Units shall be delivered ready to use unless stipulated otherwise.

- 2.6.4. Delivery shall be F.O.B.:

Montana Department of Transportation
Equipment Bureau/Headquarters Shop
2701 Prospect Avenue
Helena, MT 59620

- 2.6.5. Delivery shall be between 7:30 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by the State of Montana.

- 2.6.6. If applicable, manufacturer's statement of origin (MSO) must accompany each unit at the time of delivery.

- 2.6.7. The bidder and/or manufacturer will not be held liable for delivery delays caused by strikes, acts of God, illegal acts by public disturbances, or demands placed by U.S. government action in national emergencies.

2.7. PAYMENT

Units delivered to the Department will be visually inspected for specification compliance. Units visually meeting specification requirements will be paid in full. Units not meeting specification requirements may receive partial payment on a unit-by-unit basis or may be rejected entirely.

2.8. WARRANTY

- 2.8.1. A full unit warranty, at no cost to the state (includes travel expenses, labor and materials) shall be provided for the first twelve (12) months of the warranty period on all units purchased. All remaining warranty will be as per the language that is standard to the manufacturer's item being bid. The warranty period will begin at the point in time that the units are put into service. The bidder will be notified in writing by the Department of the "in-service date", which will not exceed six months from date of delivery.

- 2.8.2. The bidder agrees that it will respond within 72 hours after receiving a written "notice of required warranty work". The Department reserves the right to assess liquidated damages in the amount of \$10.00 per unit, per calendar day, for failure to comply with this provision. If the required warranty work has not been accomplished at the end of thirty calendar days from receipt of the written notice, the Department may declare the units unsatisfactory in operation and return them to the bidder for full reimbursement of the purchase price as per Section 2.4.1.

The intent of this provision is to allow the Department specific recourse should the bidder refuse or fail to respond to required warranty work that is serious in nature or that renders the unit inoperable. The provision is not intended to cover occasional minor

repair unless such repair becomes reoccurring and is not addressed by the bidder, nor is it intended to cover situations beyond the bidder's control.

- 2.8.3. Any failures that occur beyond the required warranty period, which are reasonably attributed to a manufacturer's defect, will be subject to corrective action on a cost-sharing basis at an agreed percent of sharing.
- 2.8.4. In emergency situations, the Department may elect to perform warranty work. Damaged parts will be held for the bidder's inspection, together with sufficient documentation to verify all expenses. Unless covered by separate agreement, the bidder agrees to reimburse the Department for all warranty work performed at the rate of thirty dollars (\$30) per hour plus an administration fee for all labor (including travel time) plus travel expenses and the actual cost of all parts and materials, plus freight.

2.9. SPECIAL REQUIREMENTS

2.9.1. Descriptive Literature

Two (2) complete sets of manufacturer's advertised descriptive literature sufficient in detail to establish quality and compliance with all requirements must be submitted with each bid. Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

2.9.2. Future Purchases

The bid price shall remain in effect for six months and within the manufacturer's capacity to provide the units.

2.9.3. Training

- a) If requested by the Chief of the Equipment Bureau within a period of thirty (30) days after the units are accepted, at no cost to the State, the vendor shall provide a qualified factory-authorized service representative for training as follows:
 - I. Two (2) locations: Bozeman and Billings, Montana
 - II. Four (4) hours of operator training in operation and normal maintenance of the unit and all components.
 - III. Eight (8) hours of mechanic training in maintenance, adjustment and major repair of the unit and all components.

3.0. SLIDE-IN DEICER SYSTMS

Provide and deliver F.O.B. Helena MT, 1800 – 2000 gallon slide-in chemical deicer tanks as specified herein.

3.1. TANK

- 3.1.1. Tank shall be a minimum 1800 gallon baffled elliptical, polyethylene tank capable of fitting in a standard tandem axle dump truck with a 14 foot dump box that has a flat floor of minimum 76" and is 84" wide. Overall width of unit must not exceed 82".
- 3.1.2. The tank shall be mounted on an independent steel skid.

- 3.1.3. The entire tank shall be left clean from paint except for those parts, which need to be painted. All metal shall be coated with two coats of rust resistant paint or powder coated to help avoid rusting and corrosion.
- 3.1.4. The tank(s), pumping mechanism and spray assembly shall all be mounted on an integral skid.
- 3.1.5. The tank shall be held in place on the skid with straps. The straps should not create a chaffing to the tank while holding the tank in place.
- 3.1.6. The tank shall be natural in color and UV stabilized. The product the tank(s) shall be designed to carry a liquid product with a 1.3 specific gravity requirement as a minimum.
- 3.1.7. The tank shall have a 16" manhole with lid and vent on top of the tank. The tank shall have provisions for loading, draining and recirculating product in the tank. Tank shall have gallon markings on the rear facing end of the tank.
- 3.1.8. The tank shall have an internal baffle to prevent forward surge liquid in tank. Surge plates are not acceptable as an adequate flow deterrent system. Baffle balls will be acceptable.

3.2. DISTRIBUTION SYSTEM

- 3.2.1. Product pump shall be a hydraulic driven centrifugal type polypropylene pump approximately 190 gpm with a 2" suction and a 1 ½ pressure ports. Pump shall be capable of being operated by the existing hydraulics on the Departments truck(s) which produces 17 gpm @ 1200 rpm. The pump will be mounted at the rear of the unit.
- 3.2.2. Main regulating valve shall be a 3-way style ball valve, so excess product returns to bottom of product tank.

3.3. SYSTEM REQUIREMENTS

- 3.3.1. The system shall be capable of applying 60 gallons per lane mile application rate for a single lane, with up to 3 lanes total at anytime.
- 3.3.2. The sprayer must operate over the following range and ground speed for deicer/anti-icing chemical application rates and sprayer ground speed operating range:
 - a) Unit must spray at any speed from 1-45 mph.
 - b) Unit must spray at any rate selected from 10-60 gallons per lane mile.
- 3.3.3. All cables to make the unit function using a Cirrus spread smart control system.

3.4. SPRAY SYSTEM

- 3.4.1. The spray bar shall be three lanes capable with four variable orifice spray nozzles per lane for the right and left lane booms and a minimum of four nozzles on the center lane boom. Spray nozzles shall be placed no higher than 14 to 20 inches off the road surface and be capable of an adjustable spray pattern.
- 3.4.2. The product pump shall be mounted to the rear of the steel skid behind the tank.
- 3.4.3. Downstream of the control valve mounted to the manifold shall be a pressure gauge reading the system pressure for trouble shooting purposes.

3.4.4. A check valve shall be installed at the boom.

3.5. GENERAL REQUIREMENTS

3.5.1. All valves and fittings shall be constructed of hardened polyethylene.

3.5.2. All out of cab electrical connections shall be run to one central location and contained in a watertight junction box.

3.5.3. A minimum one-year warranty on all components provided with the system.

3.5.4. Successful bidder shall provide a list of parts that will be stocked locally or give written guarantee of parts delivery time and shall list field service availability statewide, if requested by the Equipment Bureau Chief

4.0. QUOTE SECTION

Provide and deliver F.O.B. Helena MT, 1800 – 2000 gallon slide-in chemical deicer tanks as specified above.

Cost per each: \$ _____

Extension for four (4): \$ _____

Year/Brand/Model Bid: _____

Warranty: _____

5.0. DELIVERY

Delivery will be requested on or before: January 20, 2010.

6.0. AWARD PROCESS

Award will be on an all-or-none basis.

The Department also reserves the right to cancel this contract if cancellation is deemed to be in the Department's best interest.

CONDITIONS OF BID DISQUALIFICATION:

- A) Failure on the part of the vendor to display Invitation for Bid #HWY-309365-KS on the outside of the envelope containing a sealed bid will result in bid disqualification.
- B) Manufacturer's literature, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being bid will result in bid disqualification.

HAVE YOU REMEMBERED TO:

- * Check our website for the latest addendum to the IFB
- * Sign and return each addendum as required
- * Review Standard Terms and Conditions
- * Properly identify return envelope
- * Sign your bid on the front page
- * Initial any bid changes you made
- * Review and complete all requirements listed herein to ensure compliance

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Kim Stewart at (406) 444-9282 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.